

United States District Court  
Southern District of Texas  
Houston

MAR 30 2009

Michael N. Milby  
Clerk of Court

J B BLACK  
8611 Cottage Gate Ln  
Houston, TX 77088  
Jbblack1@hotmail.com

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF TEXAS-HOUSTON

J B Black, )  
 )  
Plaintiff, )  
 )  
vs. )  
 )  
Trans Union LLC, Experian )  
 )  
Information Solution, Equifax LLC, )  
 )  
Texas Guaranteed Student Loan., )  
 )  
Sallie Mae, ChexSystems Inc., CBNA )  
 )  
aka Citifinancial Mortgage )  
 )  
Company, Inc., National Credit )  
 )  
Systems, AMC Mortgage Services, )  
 )  
Fort Sill National Bank, Piedmont )  
 )  
Aviation Credit Union, GEMB )  
 )  
Dillards, HSBC Card Services, Fort )  
 )  
Sill National Bank, Telecheck, )  
 )  
Discover Financial Services, GMAC, )  
 )  
General Revenue Corp, Bank of )  
 )  
America, NA, Gables, Wells Fargo )  
 )  
Bank, WFCB/Carter Lumbar, Capital )  
 )  
One, HSBC Mortgage Corp, )  
 )  
Macy's/DSNB, Marlin Leasing Corp, )  
 )  
Credit Technologies, Inc. CREDCO, )  
 )  
Innovative Merchant Services, Inc. )  
 )  
Landsafe Credit, Nationwide )  
 )  
Credit, Desert Audi, CAC )  
 )

CASE NO: H-09-726

AMENDED COMPLAINT

1 Financial, One Source Credit, Bill )  
2 Heard Chevrolet, Triad Financial, )  
3 Citifinancial Auto, Regional )  
4 Adjustment Bureau, Advantage )  
5 Credit Int'l, Central Financial )  
6 Control, )  
7 Defendant )  
8

9 Upon information and belief, and in good faith, Plaintiff, J B  
10 Black alleges as follows.

11  
12 **PRELIMINARY STATEMENT**  
13

- 14 1. Plaintiff brings this action for damages based upon  
15 Defendants' violation of the Fair Credit Reporting Act  
16 ("FCRA") 15 U.S.C. 1681 et seq. and the Federal Debt  
17 Collections Practices Act ("FDCPA") Plaintiff seeks an award  
18 of statutory damages, actual damages, punitive damages, and  
19 costs.

20 **JURISDICTION**  
21

- 22 2. The jurisdiction of this court is conferred by 15 U.S.C.,  
23 1681(p) and 28 U.S.C. 1331. Venue lies in Harris County in the  
24 U.S. District Court, Southern District of Texas-Houston.

25  
26 **PARTIES**  
27

- 28 3. Plaintiff J B Black (hereafter "I" or "Plaintiff") is a  
29 resident of Houston Texas. Plaintiff is a "Consumer" as  
30 defined by FCRA 1681(a) of the FCRA.  
31 4. Defendant Trans Union LLC (hereafter "Trans Union") is both a  
32 "person" as defined by FCRA 1681(a) and a "consumer reporting

- 1 agency" as defined by FCRA 1681a(f). Trans Union is authorized  
2 to do business in the State of Texas, with its principle place  
3 of business located at 555 West Adams, Chicago Illinois 60661.
- 4 5. Defendant Experian Information Solutions (hereafter  
5 "Experian") is both a "person" as defined by FCRA 1681(a) and  
6 a consumer reporting agency as defined by FCRA 1681a(f).  
7 Experian is authorized to do business in the State of Texas,  
8 with its principle place of business located at 475 Anton  
9 Blvd. Costa Mesa, CA 92626
- 10 6. Defendant Equifax Information Services LLC (hereafter  
11 "Equifax") is both a "person" as defined by FCRA 1681(a) and a  
12 consumer reporting agency as defined by FCRA 1681a (f).  
13 Equifax is authorized to do business in the State of Texas,  
14 with its principle place of business located at 1550 Peachtree  
15 St. NW Atlanta, Georgia 30309.
- 16 7. Defendant Texas Guarateed Student Loan; (hereafter "NCO")  
17 maintains offices in Horsham, Pennsylvania, is a "debt  
18 collector" as defined by FDCPA 1692a(6), a "person" as defined  
19 by FCRA 1681a(b) and a "reseller" as defined by FCRA 1681a(u).  
20 NCO is a "furnisher" of information as contemplated by FCRA  
21 1681s-2(a)&(b), who regularly and in the ordinary course of  
22 business furnishes information to one or more consumer  
23 reporting agencies about consumer transactions or experiences  
24 with any consumer.
- 25 8. Upon information and belief, Defendant Sally Mae FFELP, is a  
26 "furnisher" of information as contemplated by FCRA 1681s-  
27 2(a)&(b), who regularly and in the ordinary course of business  
28 furnishes information to one or more consumer reporting  
29 agencies and financial institutions about consumer  
30 transactions or experiences with any consumer and/or other  
31 financial institutions.  
32

- 1 9. Upon information and belief, Defendant CBNA (hereafter "CBNA")  
2 is a "furnisher" of information as contemplated by FCRA 1681s-  
3 2(a) & (b), who regularly and in the ordinary course of  
4 business furnishes information to one or more consumer  
5 reporting agencies about consumer transactions or experiences  
6 with any consumer.
- 7 10. Defendant AMC Mortgage Services is a "debt collector" as  
8 defined by FDCPA 1692a(6), a "person" as defined by FCRA  
9 1681a(b), a "reseller" as defined by FCRA 1681a(u) and is a  
10 "furnisher" of information as contemplated by FCRA 1681s-  
11 2(a)&(b), who regularly and in the ordinary course of business  
12 furnishes information to one or more consumer reporting  
13 agencies about consumer transactions or experiences with any  
14 consumer.
- 15 11. Defendant National Credit Systems is a "debt collector" as  
16 defined by FDCPA 1692a(6), a "person" as defined by FCRA  
17 1681a(b), a "reseller" as defined by FCRA 1681a(u) and is a  
18 "furnisher" of information as contemplated by FCRA 1681s -  
19 2(a)&(b), who regularly and in the ordinary course of business  
20 furnishes information to one or more consumer reporting  
21 agencies about consumer transactions or experiences with any  
22 consumer.
- 23 12. Upon information and belief, Defendant FORT SILL NATIONAL BANK  
24 is a "furnisher" of information as contemplated by FCRA 1681s  
25 - 2(a)&(b), who regularly and in the ordinary course of  
26 business furnishes information to one or more consumer  
27 reporting agencies about consumer transactions or experiences  
28 with any consumer.
- 29 13. Upon information and belief, Defendant Piedmont Aviation  
30 Credit Union, is a "furnisher" of information as contemplated  
31 by FCRA 1681s - 2(a)&(b), who regularly and in the ordinary  
32 course of business furnishes information to one or more

1 consumer reporting agencies about consumer transactions or  
2 experiences with any consumer.

3 14. Upon information and belief, Defendant GMB Dillards, is a  
4 "furnisher" of information as contemplated by FCRA 1681s -  
5 2(a)&(b), who regularly and in the ordinary course of business  
6 furnishes information to one or more consumer reporting  
7 agencies about consumer transactions or experiences with any  
8 consumer.

9 15. Upon information and belief, Defendant HSBC Card Services, is  
10 a "furnisher" of information as contemplated by FCRA 1681s -  
11 2(a)&(b), who regularly and in the ordinary course of business  
12 furnishes information to one or more consumer reporting  
13 agencies about consumer transactions or experiences with any  
14 consumer.

15 16. Upon information and belief, Defendant Telecheck, is a  
16 "furnisher" of information as contemplated by FCRA 1681s -  
17 2(a)&(b), who regularly and in the ordinary course of business  
18 furnishes information to one or more consumer reporting  
19 agencies about consumer transactions or experiences with any  
20 consumer.

21 17. Upon information and belief, Fort Sill National Bank, is a  
22 "furnisher" of information as contemplated by FCRA 1681s -  
23 2(a)&(b), who regularly and in the ordinary course of business  
24 furnishes information to one or more consumer reporting  
25 agencies about consumer transactions or experiences with any  
26 consumer.

27  
28 **FACTUAL ALLEGATIONS**

29  
30 18. On or about September 21, 2008, I received notice from  
31 BNY Mellon Shareowner Services that computer tapes  
32

concerning my personal information were lost and maybe compromised. See attached document.

19. On or about September 22, 2008 I immediately notified the Experian, Equifax and Trans Union and ordered copies of my credit reports.

20. On or about September 23, 2008 I received copies of my credit reports which showed erroneous, inaccurate, and fraudulent data regarding my persons and financial and business transactions.

21. I have made numerous attempts to contact the above defendants to rectify and resolve my concerns to no avail.

22. Plaintiff has since received notices denying credit, refinancing and opening a checking account based on information obtained in consumer reports from Experian, Trans Union, Equifax and ChexSystems. All of which are reporting inaccurate, fraudulent, erroneous and adverse information regarding Plaintiff's credit worthiness and banking transactions.

23. As a direct result and proximate cause of Defendant(s)' continued reporting of erroneous, inaccurate, fraudulent and adverse information to the credit reporting agencies and as a direct result and proximate cause of credit reporting agency(s) reporting erroneous, inaccurate, fraudulent and adverse information, Plaintiff has suffered and continues to suffer damages including but not limited to humiliation, embarrassment, and loss of opportunity.

**CAUSES OF ACTION**

24. Plaintiff repeats, alleges, asserts/reasserts and incorporates by reference the foregoing paragraphs.
25. Trans Union; continues to add, store, maintain and disseminate personal credit information, in consumer reports it prepares and issues about Plaintiff which in part is inaccurate, false, erroneous, misleading and adverse despite notice from Plaintiff and subscribers that such information is inaccurate.
26. Trans Union; continues to withhold, and/or intentionally, maliciously, and negligently not report positive credit information that it previously reported resulting in defamation and causing financial injury.
27. Trans Union; willfully, and negligently reinserted removed items on Plaintiff's consumer credit report without notifying Plaintiff in writing within 5 business days in violation of FCRA (A) (5) (B) (ii).
28. Trans Union; continues to willfully, maliciously, and negligently violate FCRA 1681e (b), on multiple occasions.
29. AS a result of Trans Union's actions, Plaintiff has been damaged.
30. Pursuant to FCRA 1681o, any person who is negligent in failing to comply with any requirement imposed under the FCRA with respect to any consumer is liable to that consumer in an amount equal to the sum of (1) any actual damages sustained by the consumer as a result of the failure and (2) in the case of any successful action to enforce any liability under 15 U.S.C. 1681o, the costs of the action together with reasonable attorney's fees.
31. Trans Union; failed to conduct a reasonable investigation of Plaintiff's disputes and otherwise failed to comport with FCRA 1681i.

1 32. Trans Union; failed to adopt and follow reasonable procedures  
2 to assure maximum possible accuracy of Plaintiff's consumer  
3 credit and other personal information as required by FCRA  
4 which it complied, used and manipulated in order to prepare  
5 consumer credit reports, credit scores, risk factors, denial  
6 codes and other economic and predictions data evaluations.

7 33. As a result of Trans Union's negligent failure to comply with  
8 the FCRA, it is liable to Plaintiff in the amount equal to sum  
9 of (1) any actual damages sustained by Plaintiff as a result  
10 of said failure and (2) the costs of this action together with  
11 reasonable attorney's fees.

12 34. Pursuant to 15 U.S.C. 1681n, any person who willfully fails to  
13 comply with any requirement imposed under the FCRA with  
14 respect to any consumer is liable to that consumer in and  
15 amount equal to the sum (1) any actual damages sustained by the  
16 consumer as a result of the failure or damages of not less  
17 than \$100.00 and not more than \$1,000.00 (2) such amount of  
18 punitive damages as the court may allow, and (3) in the case  
19 of any successful action to enforce any liability under 15  
20 U.S.C. 1681n, the costs of the action together with reasonable  
21 attorney's fees.

22 35. Experian, continues to add, store, maintain and disseminate  
23 personal credit information, in consumer reports it prepares  
24 and issues about Plaintiff which in part, is inaccurate,  
25 false, erroneous, misleading and adverse despite notice from  
26 Plaintiff and subscribers that such information is inaccurate.

27 36. Pursuant to FCRA 1681o, any person who is negligent in failing  
28 to comply with any requirement imposed under the FCRA with  
29 respect to any consumer is liable to that consumer in an  
30 amount equal to the sum of (1) any actual damages sustained by  
31 the consumer as a result of the failure and (2) in the case of  
32 any successful action to enforce any liability under 15 U.S.C.



1 1681o, the costs of the action together with reasonable  
2 attorney's fees.

3 37. Experian; failed to conduct a reasonable investigation of  
4 Plaintiff's disputes and otherwise failed to comport with FCRA  
5 1681i.

6 38. Experian; failed to adopt and follow reasonable procedures to  
7 assure maximum possible accuracy of Plaintiff's consumer  
8 credit and other personal information as required by FCRA  
9 which it complied, used and manipulated in order to prepare  
10 consumer credit reports, credit scores, risk factors, denial  
11 codes and other economic and predictions data evaluations.

12 39. As a result of Experian's negligent failure to comply with the  
13 FCRA, it is liable to Plaintiff in the amount equal to sum of  
14 (1) any actual damages sustained by Plaintiff as a result of  
15 said failure and (2) the costs of this action together with  
16 reasonable attorney's fees.

17 40. Pursuant to 15 U.S.C. 1681n, any person who willfully fails to  
18 comply with any requirement imposed under the FCRA with  
19 respect to any consumer is liable to that consumer in and  
20 amount equal to the sum(1) any actual damages sustained by the  
21 consumer as a result of the failure or damages of not less  
22 than \$100.00 and not more than \$1,000.00 (2) such amount of  
23 punitive damages as the court may allow, and (3) in the case  
24 of any successful action to enforce any liability under 15  
25 U.S.C. 1681n, the costs of the action together with reasonable  
26 attorney's fees.

27 41. Equifax; continues to add, store, maintain and disseminate  
28 personal credit information, in consumer reports it prepares  
29 and issues about Plaintiff which in part, is inaccurate,  
30 false, erroneous, misleading and adverse despite notice from  
31 Plaintiff and subscribers that such information is inaccurate.  
32

1 42. Pursuant to FCRA 1681o, any person who is negligent in failing  
2 to comply with any requirement imposed under the FCRA with  
3 respect to any consumer is liable to that consumer in an  
4 amount equal to the sum of (1) any actual damages sustained by  
5 the consumer as a result of the failure and (2) in the case of  
6 any successful action to enforce any liability under 15 U.S.C.  
7 1681o, the costs of the action together with reasonable  
8 attorney's fees.

9 43. Equifax; failed to conduct a reasonable investigation of  
10 Plaintiff's disputes and otherwise failed to comport with FCRA  
11 1681i.

12 44. Equifax; failed to adopt and follow reasonable procedures to  
13 assure maximum possible accuracy of Plaintiff's consumer  
14 credit and other personal information as required by FCRA  
15 which it complied, used and manipulated in order to prepare  
16 consumer credit reports, credit scores, risk factors, denial  
17 codes and other economic and predictions data evaluations.

18 45. As a result of Equifax's negligent failure to comply with the  
19 FCRA, it is liable to Plaintiff in the amount equal to sum of  
20 (1) any actual damages sustained by Plaintiff as a result of  
21 said failure and (2) the costs of this action together with  
22 reasonable attorney's fees.

23 46. Pursuant to 15 U.S.C. 1681n, any person who willfully fails to  
24 comply with any requirement imposed under the FCRA with  
25 respect to any consumer is liable to that consumer in and  
26 amount equal to the sum(1) any actual damages sustained by the  
27 consumer as a result of the failure or damages of not less  
28 than \$100.00 and not more than \$1,000.00 (2) such amount of  
29 punitive damages as the court may allow, and (3) in the case  
30 of any successful action to enforce any liability under 15  
31 U.S.C. 1681n, the costs of the action together with reasonable  
32 attorney's fees.

- 1 47. Texas Guarateed Student Loan INC.; willfully and negligently  
2 obtain Plaintiff's credit report without Plaintiff's  
3 permission in violation of FCRA 604 and sections 1681b  
4 (a) (3) (F).
- 5 48. Texas Guarateed Student Loan INC.; willfully and negligently  
6 failed to validate Plaintiff's allege debt and continue to  
7 report to Credit Bureau in violation of FDCPA section 809(b).
- 8 49. Texas Guarateed Student Loan INC.; willfully and negligently  
9 "Re age" fraudulent account by updating date of last activity  
10 on Plaintiff's credit report in hopes of keeping negative  
11 information on an account longer in violation of FCRA 605(c).
- 12 50. Chex Systems Inc.; willfully and negligently obtain  
13 Plaintiff's credit report without Plaintiff's permission in  
14 violation of FCRA 604 and sections 1681b (a) (3) (F).
- 15 51. ChexSystems Inc.; willfully and negligently failed to validate  
16 Plaintiff's allege debt and continue to report to Credit  
17 Bureau in violation of FDCPA section 809(b).
- 18 52. Citifinancial Mortgage Company, Inc.; willfully and  
19 negligently obtain Plaintiff's credit report without  
20 Plaintiff's permission in violation of FCRA 604 and sections  
21 1681b (a) (3) (F).
- 22 53. AMC Mortgage Services aka CARD GARD/Check One; willfully and  
23 negligently obtain Plaintiff's credit report without  
24 Plaintiff's permission in violation of FCRA 604 and s  
25 willfully and negligently failed to validate Plaintiff's  
26 allege debt and continue to report to Credit Bureau in  
27 violation of sections 1681b (a) (3) (F).
- 28 54. AMC Mortgage Services aka Card Gard/Check One; willfully and  
29 negligently failed to validate Plaintiff's allege debt and  
30 continue to report to Credit Bureau in violation of FDCPA  
31 section 809(b).  
32

1 55. National Credit Systems; willfully and negligently failed to  
2 validate Plaintiff's allege debt and continue to report to  
3 Credit Bureau in violation of FDCPA section 809(b).

4 56. National Credit Systems; willfully and negligently "Re age"  
5 fraudulent accounts by updating date of last activity on  
6 Plaintiff's credit report in hopes of keeping negative  
7 information on an account longer in violation of FCRA 605(c).

8 57. Piedmont Aviation Credit Union; willfully and negligently  
9 obtain Plaintiff's credit report without Plaintiff's  
10 permission in violation of FCRA 604 and sections 1681b  
11 (a) (3) (F).

12 58. GEMB Dillard's; willfully and negligently obtain Plaintiff's  
13 credit report without Plaintiff's permission in violation of  
14 FCRA 604 and sections 1681b (a) (3) (F).

15 59. HSBC Card Services willfully and negligently obtain  
16 Plaintiff's credit report without Plaintiff's permission in  
17 violation of FCRA 604 and sections 1681b (a) (3) (F).

18 60. Telecheck; willfully and negligently obtain Plaintiff's credit  
19 report without Plaintiff's permission in violation of FCRA 604  
20 and sections 1681b (a) (3) (F).

21 61. Telecheck; willfully and negligently failed to validate  
22 Plaintiffs' allege debt and continue to report to Credit  
23 Bureau in violation of FDCPA section 809(b).

24 62. Fort Sill National Bank; willfully and negligently obtain  
25 Plaintiff's credit report without Plaintiff's permission in  
26 violation of FCRA 604 and sections 1681b (a) (3) (F).

27 63. Discover Financial Services, willfully and negligently obtain  
28 Plaintiff's credit report without Plaintiff's permission in  
29 violation of FCRA 604 and sections 1681b (a) (3) (F).

30 64. Central Financial Control, willfully and negligently obtain  
31 Plaintiff's credit report without Plaintiff's permission in  
32 violation of FCRA 604 and sections 1681b (a) (3) (F).

- 1 65. GMAC, willfully and negligently obtain Plaintiff's credit  
2 report without Plaintiff's permission in violation of FCRA 604  
3 and sections 1681b (a) (3) (F).
- 4 66. GENERAL REVENUE CORP., willfully and negligently obtain  
5 Plaintiff's credit report without Plaintiff's permission in  
6 violation of FCRA 604 and sections 1681b (a) (3) (F).
- 7 67. Bank of America, willfully and negligently obtain Plaintiff's  
8 credit report without Plaintiff's permission in violation of  
9 FCRA 604 and sections 1681b (a) (3) (F).
- 10 68. Gables, willfully and negligently obtain Plaintiff's credit  
11 report without Plaintiff's permission in violation of FCRA 604  
12 and sections 1681b (a) (3) (F).
- 13 69. Wells Fargo Bank, willfully and negligently obtain Plaintiff's  
14 credit report without Plaintiff's permission in violation of  
15 FCRA 604 and sections 1681b (a) (3) (F).
- 16 70. WFCB/Carter Lumbar, willfully and negligently obtain  
17 Plaintiff's credit report without Plaintiff's permission in  
18 violation of FCRA 604 and sections 1681b (a) (3) (F).
- 19 71. Capital One, willfully and negligently obtain Plaintiff's  
20 credit report without Plaintiff's permission in violation of  
21 FCRA 604 and sections 1681b (a) (3) (F).
- 22 72. HSBC Mortgage Corporation, willfully and negligently obtain  
23 Plaintiff's credit report without Plaintiff's permission in  
24 violation of FCRA 604 and sections 1681b (a) (3) (F).
- 25 73. Macy's/DSNB, willfully and negligently obtain Plaintiff's  
26 credit report without Plaintiff's permission in violation of  
27 FCRA 604 and sections 1681b (a) (3) (F).
- 28 74. Marlin Leasing Corporation, willfully and negligently obtain  
29 Plaintiff's credit report without Plaintiff's permission in  
30 violation of FCRA 604 and sections 1681b (a) (3) (F).

- 1 75. Credit Technologies, Inc. willfully and negligently obtain  
2 Plaintiff's credit report without Plaintiff's permission in  
3 violation of FCRA 604 and sections 1681b (a) (3) (F).
- 4 76. CREDCO, willfully and negligently obtain Plaintiff's credit  
5 report without Plaintiff's permission in violation of FCRA 604  
6 and sections 1681b (a) (3) (F).
- 7 77. Innovative Merchant Services, Inc. willfully and negligently  
8 obtain Plaintiff's credit report without Plaintiff's  
9 permission in violation of FCRA 604 and sections 1681b  
10 (a) (3) (F).
- 11 78. Landsafe Credit, willfully and negligently obtain Plaintiff's  
12 credit report without Plaintiff's permission in violation of  
13 FCRA 604 and sections 1681b (a) (3) (F).
- 14 79. Nationwide Credit, Inc. willfully and negligently obtain  
15 Plaintiff's credit report without Plaintiff's permission in  
16 violation of FCRA 604 and sections 1681b (a) (3) (F).
- 17 80. Desert Audi, willfully and negligently obtain Plaintiff's  
18 credit report without Plaintiff's permission in violation of  
19 FCRA 604 and sections 1681b (a) (3) (F).
- 20 81. CAC Financial Corporation, willfully and negligently obtain  
21 Plaintiff's credit report without Plaintiff's permission in  
22 violation of FCRA 604 and sections 1681b (a) (3) (F).
- 23 82. One Source Credit Reporting, LLC willfully and negligently  
24 obtain Plaintiff's credit report without Plaintiff's  
25 permission in violation of FCRA 604 and sections 1681b  
26 (a) (3) (F).
- 27 83. Bill Heard Chevrolet, willfully and negligently obtain  
28 Plaintiff's credit report without Plaintiff's permission in  
29 violation of FCRA 604 and sections 1681b (a) (3) (F).
- 30 84. Citi Financial Auto, willfully and negligently obtain  
31 Plaintiff's credit report without Plaintiff's permission in  
32 violation of FCRA 604 and sections 1681b (a) (3) (F).

1 85. Regional Adjustment Bureau, willfully and negligently obtain  
2 Plaintiff's credit report without Plaintiff's permission in  
3 violation of FCRA 604 and sections 1681b (a) (3) (F).

4 86. Advantage Credit International, willfully and negligently  
5 obtain Plaintiff's credit report without Plaintiff's  
6 permission in violation of FCRA 604 and sections 1681b  
7 (a) (3) (F).

8  
9 **DEMAND FOR JURY TRIAL**


10  
11 Plaintiff hereby demands a jury trial on all issues so  
12 triable.

13  
14 **PRAYER FOR RELIEF**

15  
16 Wherefore, Plaintiff requests that judgment be entered  
17 against Defendants for:

- 18 a.) Actual damages in an amount to be shown at trial;  
19 b.) Statutory damages pursuant to FCRA 1681n;  
20 c.) Punitive damages pursuant to FCRA 1681n;  
21 d.) Temporary and permanent injunctive relief restraining  
22 Defendants from further reporting of inaccurate and  
23 erroneous adverse information regarding Plaintiff's  
24 consumer credit information;  
25 e.) Costs and reasonable attorney's fees; and  
26 f.) Such other relief as may be just and proper.  
27  
28  
29  
30  
31  
32

March 17, 2009

A handwritten signature in cursive script, appearing to read "J B Black", is written over a horizontal line.

J B Black

In Propria Persona